

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 27th day of January

2021
2022.

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Harmony Trust Ltd (the "**Company**") a charitable company incorporated in England and Wales with registered number 08840373 and whose registered office is at Greenhill Academy, Harmony Street, Oldham, Greater Manchester OL4 1RR;

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement on or about 9 August 2016 as varied by a Deed of Variation dated 20 April 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Northmoor Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 January 2022 the Funding Agreement shall be amended as follows:

2.1.1 the summary sheet on page 4 be varied as follows:

- a) the capacity number of "600 plus 30 full time nursery places" be deleted and replaced with "600 plus a nursery of 54 full time equivalent places"; and
- b) the age range of "3 to 11" be deleted and replaced with "2 to 11."

- 2.1.2 That the current clause 2.B on page 10 shall be deleted and replaced with the following clause:

"2.B The planned capacity of the Academy is 600 in the age range 2 to 11, plus a nursery of 54 full time equivalent places. The Academy will be an all ability inclusive school."

2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. Counterparts

4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by:-

[Redacted]
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by The Harmony Trust Ltd acting by:

[Redacted]

Director

In the presence of:

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Sign

Name

Address

Occupation

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